

***Customer Note: All items marked with an \* will be completed by RPU. Please return two original signed agreements to RPU.***

**NET ENERGY METERING INTERCONNECTION AGREEMENT  
FOR SOLAR OR WIND TURBINE ELECTRIC GENERATING FACILITIES  
(STANDARD CONTRACT—NEM)**

This Net Energy Metering Interconnection Agreement for Solar or Wind Turbine Electric Generating Facilities ("Agreement") is made and entered into by and between \_\_\_\_\_ ("Customer"), whose mailing address is \_\_\_\_\_ and the City of Riverside, a California charter city and municipal corporation acting by and through its Department of Public Utilities ("Riverside"), sometimes also referred to herein jointly as "Parties" or individually as "Party."

**1. APPLICABILITY**

This Agreement is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement. Customer represents that Customer is an Eligible Customer-Generator.

**2. DESCRIPTION OF CUSTOMER'S SOLAR OR WIND ELECTRIC GENERATING FACILITY**

2.1 Customer elects to interconnect and operate a solar or wind turbine electrical generating facility, or hybrid system of both, with a capacity of not more than 1,000 kW, that is located on Customer's owned, leased or rented premises within Riverside's service area ("Generating Facility") in parallel with Riverside's electric grid. Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements at the premises listed in Subsection 2.4 herein.

2.2 \* Customer Account Number: \_\_\_\_\_.

2.3 \* Photovoltaic/Solar ("PV") Array Rating: \_\_\_\_\_ kW.  
\* Wind Turbine ("WT") Rating: \_\_\_\_\_ kW.

2.4 Generating Facility Location: (Address) \_\_\_\_\_, Riverside, California 925\_\_\_\_.

2.5 \* Generating Facility will be ready for operation and interconnection on or about: \_\_\_\_\_, 201\_\_.

2.6 Customer represents that the Generating Facility shall be as shown on Exhibit "A" ("Generating Facility Plan"), attached hereto and incorporated herein by this reference.

2.7 Customer represents the Generating Facility is a (check all applicable descriptions):  
\_\_\_ Solar electrical generating facility  
\_\_\_ Wind turbine electrical generating facility  
\_\_\_ Hybrid solar/wind turbine electrical generating facility

3. RESIDENTIAL OR SMALL COMMERCIAL CUSTOMER PAYMENT SCHEDULE

As further described in Section 12, if Customer is a Residential or Small Commercial Customer (Schedule A Flat Rate), Customer elects to be billed and to make payments to Riverside for Customer's Net Energy Metering Consumption as follows (Check one):

\_\_\_ Monthly                      \_\_\_ Annually

4. INTERRUPTION OR REDUCTION OF DELIVERIES

- 4.1 Riverside shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Riverside's system, or (b) if Riverside determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.
- 4.2 Whenever reasonably possible, Riverside shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.
- 4.3 Notwithstanding any other provision of this Agreement, if at any time Riverside determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of Riverside personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of Riverside's electric system, any property or the environment, Riverside shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from Riverside's system. Customer's Generating Facility shall remain disconnected until such time as Riverside is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 4.3 have been corrected.

5. INTERCONNECTION

- 5.1 Customer shall deliver the available energy to Riverside at the Required Meter (as defined in Subsection 7.1 below) located on the Customer's premises.
- 5.2 Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from Riverside's Authorized Representative. Riverside's Authorized Representative shall provide such written approval within ten (10) working days from Riverside's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.
- 5.3 Riverside shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify Riverside in accordance with the terms of Section 15, herein, at least five days prior to such inspection.

6. CUSTOMER REQUIREMENTS

- 6.1 Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

6.2 Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code (“NEC”), the Institute of Electrical and Electronics Engineers (“IEEE”), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Riverside Public Utilities Electric Rules, as may be amended from time to time.

6.3 Customer shall install a visible disconnect switch for the Generating Facility as shown on Exhibit “A”. The disconnect switch shall be lockable in the open position and directly accessible to Riverside employees at all times.

## 7. REQUIRED METER

7.1 In accordance with Riverside’s published Electrical Rules and Rates, Riverside shall own, operate and maintain on Customer’s premises a single meter capable of registering the flow of energy in two directions (“Required Meter”).

7.2 If the existing electrical meter of Customer is not capable of measuring the flow of energy in two directions, Customer shall be responsible for all expenses involved in Riverside’s purchase and installation of a Required Meter.

7.3 An additional meter or meters to monitor the flow of energy in each direction may be installed with the consent of Customer, at the expense of Riverside, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer pursuant to Section 12 below, or to collect solar or wind electric generating system performance information for research purposes.

7.4 If an additional meter or meters are installed, the Net Energy Metering (as defined in Subsection 12.1 below) calculation shall yield a result identical to that of a single meter.

## 8. MAINTENANCE AND PERMITS

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to Section 6, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse Riverside for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

## 9. ACCESS TO PREMISES

Riverside may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in Riverside's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Riverside’s facilities, or property of others from damage or interference caused by Customer’s Generating Facility or lack of properly operating protective devices.

10. INDEMNITY AND LIABILITY

- 10.1 Except as to Riverside's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless Riverside, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.
- 10.2 The provisions of this Section 10 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

11. INSURANCE

- 11.1 To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Riverside shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.
- 11.2 If Customer meets the standards and rules set forth in Section 6, Customer shall not be required to purchase any additional liability insurance over and above that referenced in Subsection 11.1.
- 11.3 Prior to Riverside's execution of this Agreement, Customer shall provide Riverside with evidence of Customer's compliance with the requirements of this section.

12. RATES AND BILLING

- 12.1 All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the energy supplied through the electric grid to the Customer and the energy generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period.
- 12.2 Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in Riverside's published Electric Rules and Rates that would otherwise apply to Customer from time to time for electrical services to the premises, provided that Customer's OAT shall not include Rate Schedule NEM or Rate Schedule S-Stand-By Service.
- 12.3 Customer is responsible for paying all charges in its OAT including the minimum charges (including service, customer, reliability, or demand charges), when applicable, regardless of Customer's monthly or annual net generation.
- 12.4 Customer is subject to any new or additional charge(s) that may be imposed by Riverside on the other customers in the rate class to which Customer would otherwise be assigned.

- 12.5 Customer's twelve-month period, as set forth in Subsection 12.1 herein, shall commence with the Customer's regularly scheduled meter read date in January and conclude as of the Customer's regularly scheduled meter read date the following December. The Customer's first such period will commence as of the date of this agreement and conclude as of the regularly scheduled meter read date the following December, and may be less than 12 months.
- 12.6 If Customer's OAT is the Residential or Small Commercial (Schedule A Flat) Rate, the following provisions apply:
- 12.6.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to Riverside's grid over a twelve-month period. At the end of each twelve-month period, and at each anniversary date thereafter, Riverside shall determine if Customer was a net consumer or a net generator of energy during the twelve-month period. In the event the energy supplied by Riverside during the twelve-month period exceeds the energy generated by Customer during that same period, Customer is a net energy consumer.
- 12.6.2 If Customer is a net energy consumer, Riverside will bill Customer for the net energy consumed during the twelve-month period based on Customer's OAT and Customer shall pay for such net energy consumed annually.
- 12.6.3 Customer may elect to be billed monthly for net energy consumed upon initiation of service under Section 3 of this Agreement or upon proper written notice to Riverside no later than thirty-days prior to the Customer's regularly scheduled meter read date in January of each year. Such change shall be made by Riverside at the beginning of a new twelve-month period coinciding with the Customer's regularly scheduled meter read date in January following receipt of Customer's proper written notice.
- 12.7 If Customer's OAT is a Commercial (Schedule A Demand), Industrial or Agricultural Rate the following provisions apply:
- 12.7.1 The annualized Net Energy Metering calculation shall be made by measuring the difference between the energy supplied to Customer and the energy generated by Customer and fed back to Riverside's grid over a twelve-month period. Additionally, at the end of each billing period, Riverside shall determine if Customer was a net consumer or a net generator of energy. In the event the energy supplied by Riverside to Customer during the preceding billing period exceeds the energy generated by Customer during that same billing period, Customer is a net energy consumer.
- 12.7.2 If Customer is a net energy consumer, Riverside will bill Customer for the net energy consumed during such billing period based on Customer's OAT and Customer shall pay for such net energy consumed monthly in accordance with Customer's monthly billing statement and the Electric Rules.
- 12.8 If Customer's OAT employs "time of use" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as Riverside would charge for retail kilowatt-hour sales during that same time of use period. If Customer's time of use electrical meter is unable to measure the flow of energy in two directions, the provisions of Section 7 shall apply.

- 12.9 If Customer's OAT employs "tiered" rates, any net energy consumed monthly shall be calculated according to the terms of the OAT. When Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as Riverside would charge for the same tiered quantity of energy during that billing period.
- 12.10 Riverside shall provide Customer with Net Energy Metering consumption and generation information on a monthly basis. Such monthly update shall include the current accrued balance owed to Riverside for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.
- 12.11 If the energy generated exceeds the energy consumed by the Customer, the Customer is a net energy generator. If Customer is a net generator of energy over a normal billing period, any excess kilowatt-hours generated during the billing period shall be carried forward as a monetary value to the following billing period (until the end of the Customer's twelve-month period).
- 12.12 At the end of each twelve-month period, the following provisions apply:
- 12.12.1 Riverside shall retain any net surplus energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent twelve-month period. No payment will be made to Customer for the excess energy delivered to Riverside's grid, unless Customer elects a compensation option in Subsection 12.12.3.
- 12.12.2 Customer may, upon Riverside's timely receipt of Customer's written affirmative election, be eligible for net surplus energy compensation. The Customer's net surplus energy compensation shall be calculated over a twelve-month period beginning with the Customer's regularly scheduled meter read date in January following receipt of a timely filed affirmative election and conclude as of the Customer's regularly scheduled meter read date the following December.
- 12.12.3 At the end of the twelve-month period, upon certification by the Customer that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility in accordance with Subsection 12.12.5, Customer may receive net surplus energy compensation for net surplus energy by affirmatively electing one of the following methods (Please initial just one):
- A. ☐ Receive compensation based on an annual time differentiated per kilowatt-hour rate for net surplus energy generated during the prior twelve-month period. The rate will be posted on the Utility's website (RiversidePublicUtilities.com/Electric Rates) on January 1 of each year and will be effective from January 1 through December 31. The rate shall be established annually based upon the average hourly cost of renewable energy purchased by Riverside and reported in the most recently audited fiscal year; or
- B. ☐ Receive the net surplus energy as a kilowatt-hour credit calculated using the net surplus energy compensation rate and applied against future billing periods.
- ☐ (Please initial) By making this election, I also agree that all environmental attributes and REC associated with the kilowatt-hours generated shall be the property of Riverside.

12.12.4 Affirmative elections remain effective for each twelve-month period following the execution of such election. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to Riverside at least thirty-days prior to the beginning of each succeeding twelve-month period.

12.12.5 Customer hereby certifies that they have sole ownership of the environmental attributes and REC associated with the energy generated from the Generating Facility. For Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour rate in accordance with Subsection 12.12.3, the environmental attributes and REC associated with the kilowatt-hours in which the Customer received net surplus energy compensation at the per kilowatt-hour rate shall be the property of Riverside. Customer hereby transfers to Riverside all rights, title, and interest Customer has to such environmental attributes and REC. Customers who elect to receive net surplus energy compensation based on a per kilowatt-hour credit calculated using the net surplus energy compensation rate and applied in accordance with Subsection 12.12.3 may elect to transfer to Riverside all rights, title, and interest Customer has to such environmental attributes and REC.

12.13 If Customer terminates service under this Agreement prior to the end of any twelve-month period, Riverside shall reconcile Customer's energy consumed and generated following the last reconciliation, according to the requirements set forth in this Agreement, except that those requirements shall apply only to the months since the most recent twelve-month bill.

12.14 Rate Schedule—NEM, in effect on the effective date of this Agreement and as established by Riverside's Board of Public Utilities and adopted by Riverside's City Council from time to time, is incorporated into this Agreement as though set forth herein in full. This Agreement is the Standard Contract—NEM referenced in Rate Schedule-NEM.

13. GOVERNING LAW, VENUE

This Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of California as if executed and to be performed wholly within the State of California, without regard to conflicts of law rules thereof. Any action at law or equity brought by either Party for the purpose of enforcing a right or rights provided in this Agreement shall be brought only in a court of proper jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all other provisions of law providing for a change of venue in such proceedings to any other county.

14. MODIFICATIONS, WAIVER, INTERPRETATION

14.1 No amendment or modification to this Agreement shall be effective unless in a writing duly executed by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

14.2 This Agreement shall supersede any existing agreement with Riverside under which Customer is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the effective date of this Agreement.

14.3 This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither Party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

14.4 Except as expressly modified herein, Riverside's published Rates and Rules as adopted from time to time by Riverside shall continue to be applicable to Riverside's provision of electrical service to Customer.

## 15. NOTICES

15.1 Any notice required under this Agreement shall be in writing and mailed at any United States Post Office with postage prepaid and addressed to the Party, or personally delivered to the Party, at the address below. Changes in such designation may be made by notice similarly given. All written notices shall be directed as follows:

Riverside:  
Riverside Public Utilities  
Energy Delivery Engineering  
3901 Orange Street  
Riverside, CA 92501

Customer:  
To the mailing address listed on page 1 of this Agreement.

15.2 Customer's notices to Riverside pursuant to this Section shall refer to the Customer Account Number that is set forth in Subsection 2.2.

15.3 In the event of an emergency, Customer shall immediately notify Riverside Public Utilities at its 24-hour emergencies number, 951-782-0330, of any emergency situation related to the Generating Facility.

## 16. TERM AND TERMINATION OF AGREEMENT

16.1 This Agreement shall become effective on the date this Agreement is duly executed by both Parties as set forth in Section 19 below, and shall continue in full force and effect until terminated as provided herein.

16.2 This Agreement shall terminate on the earliest to occur of:

16.2.1 The thirtieth day after Customer gives Riverside prior written notice of termination with or without cause in accordance with Section 15; or

16.2.2 The date both Parties agree in writing to terminate this Agreement; or

16.2.3 The first day after Riverside gives Customer written notice of termination for cause, provided that Riverside shall first have given Customer written notice of Customer's breach of this Agreement and within thirty days of Riverside's sending notice of such breach, Customer fails to cure such breach or, if such breach requires more than thirty days to cure, Customer fails to promptly commence cure of such breach and diligently prosecute such cure to completion; or



16.2.4 The date Riverside is no longer the electric supplier to Customer's premises; or

16.2.5 The date changes to Customer's electric load, or other circumstances, cause Customer to no longer satisfy all requirements of the definition of an Eligible Customer-Generator, as set forth in Section 2827(b)(4) of the California Public Utilities Code on the effective date of this Agreement.

16.3 After termination of this Agreement, any electric service provided by Riverside to Customer shall be pursuant to and in accordance with Customer's OAT.

17. AUTHORIZED REPRESENTATIVE

Riverside's Authorized Representative is the General Manager of the Public Utilities Department, or his designee.

18. ASSIGNMENT PROHIBITED

Customer understands and agrees that this Agreement is personal to Customer and that Customer shall not assign or transfer in any way all or any portion of this Agreement to any other person or entity of any kind. Any attempt by Customer to assign or transfer in any way all or any portion of this Agreement shall be void ab initio.

19. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused **TWO ORIGINALS** of this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement is effective as of the latter of the two dates set forth below.

**Customer**

**Riverside**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: David H. Wright  
Title: Public Utilities General Manager  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dep. City Attorney

**Exhibit “A”**

**GENERATING FACILITY PLAN**